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INSTRUMENT AIR & PLANT AIR SYSTEM  
TALCHER FERTILISERS LIMITED ODISHA (INDIA)

Talcher  
Fertilizers

Date: 18.08.2022

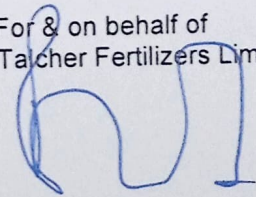
AMENDMENT – I

NIT, No. : PNMM/PC-183/E-4016/NCB Dated 15.07.2022

Sub.: INSTRUMENT AIR & PLANT AIR SYSTEM

This is for information of Bidders that Amendment-I date 18.08.2022 is being issued and shall be read in conjunction with the original Tender document issued on 15.07.2022 and all its subsequent amendments.

For & on behalf of  
Talcher Fertilizers Limited



P. R. Sahu  
Addl. G.M (M.M)  
Projects & Development India Ltd.

**Amendment – I Dated 18.08.2022 to NIT No. PNMM/PC-183/E-4016/NCB**

**For INSTRUMENT AIR & PLANT AIR SYSTEM AT TALCHER, ODISHA (INDIA) FOR TALCHER FERTILIZERS LTD. (TFL)**

Sl. No.	Reference of Bidding Document				Existing Clause	Amendment Type M/D/A	Amended Clause
	Part / Sec	Page No.	Clause no	Subject / Heading			
<b>SECTION-IV_GENERAL CONDITIONS OF CONTRACT</b>							
1	S-IV		22.1 (d)	CONTRACT PRICE	2 months vendor supervision assistance		The referred clause stands deleted
<b>SECTION-V_SPECIAL CONDITIONS OF CONTRACT</b>							
2	S-V	3	1.1.1 (3 <sup>rd</sup> Para)	CONTRACTOR'S OBLIGATION (General Responsibility)	PLANT' for this NIT shall mean the 'INSTRUMENT AIR & PLANT AIR SYSTEM' as detailed below and in the Technical Section of NIT: <ul style="list-style-type: none"> <li>• (2W+1SB), Air Compressors</li> <li>• 1 No wet Air receiver Knock Out Drum</li> <li>• 1+1 No. Electric Heater with standby dryer/regeneration vessel(no purge loss)</li> <li>• 1 No. Dried After Cooler</li> <li>• 1 No. Dry Air Receiver</li> <li>• (1working+1SB) Set of IA dryers</li> <li>• 1 No. Low Pressure Wet Air Receiver</li> <li>• 1 No. High pressure compressor for Back up receiver.</li> </ul>	M	<b><u>The referred Para is amended as hereunder</u></b>  PLANT' for this NIT shall mean the 'INSTRUMENT AIR & PLANT AIR SYSTEM' as detailed in the Technical Section VI-1.0 of NIT: The WORK shall, without prejudice to the generality of the foregoing or those enumerated in Clause 1.2.0 include but not be limited to the following:  <b>All other clause/para of clause 1.1.1 shall remain unchanged.</b>

Sl. No.	Reference of Bidding Document				Existing Clause	Amendment Type	Amended Clause
	Part / Sec	Page No.	Clause no	Subject / Heading		M/D/A	
					<ul style="list-style-type: none"> <li>• 1 No. Back up IA receiver for 30 min storage @ 36.5 Kg/cm2g</li> </ul> <p>The WORK shall, without prejudice to the generality of the foregoing or those enumerated in Clause 1.2.0 include but not be limited to the following:</p>		
3	S-V		1.2.19.2		CONTRACTOR shall provide engineers as required to commission the PLANT. CONTRACTOR shall be responsible to provide supervision personnel for operation of PLANT for a period of 2 months from date of successful commissioning and OWNER will operate the PLANT under the supervision and instructions of CONTRACTOR.		<p><b><u>The referred Para is amended as hereunder</u></b></p> <p>CONTRACTOR shall provide engineers as required to commission the PLANT..</p>
4	S-V		14.0	Payment Terms	Payment Terms		Revised payment terms is attached as Annexure-I

**M: MODIFICATION, A: ADDITION, D: DELETION**

**Note: - The clauses in Amendment shall take precedence/superseded over all other pre bid replies against the respective clause.**

**14.0 TERMS OF PAYMENT**

14.1 Payments shall be made by OWNER to the CONTRACTOR through RTGS / NEFT.

**14.2 MOBILISATION ADVANCE**

If required, the CONTRACTOR shall be paid an interest bearing recoverable Mobilisation Advance on request, limited to maximum 10% (Ten percent) of the TOTAL CONTRACT PRICE (excluding GST) provided Bank Guarantee is submitted by the CONTRACTOR for 110% of advance (including GST).

The interest rate shall be at Marginal cost of fund based landing rate (MCLR) for Six Month charged by SBI (applicable on the date of disbursement of Mobilisation Advance) plus 2.0% per annum on reducing balance basis.

The interest bearing Mobilization Advance shall be paid in two installments. The first installment of advance shall be maximum 50% of the Mobilisation Advance. Further the disbursal of second installment of balance amount can be made at the end of 3 months from the first installment subject to utilization certificate of first installment but not earlier than 3 months from the date of disbursal of first installment.

Mobilization Advance shall be paid subject to fulfillment of the following conditions:

- a. Unconditional Acceptance of Fax of Acceptance (FOA) by CONTRACTOR.
- b. Submission of Bank Guarantee(s) for 110% value of the said advance(s) including GST, valid for 15 months from date of FOA, as per format F-18. The CONTRACTOR shall, at the request of the OWNER, suitably extend the validity of the Bank Guarantee (s) for such period or periods as may be required to fully recover the amount of the Advance Payment not recovered before the expiry of the validity of such Bank Guarantee, failing which, without prejudice to any other right or remedy available to the OWNER, the OWNER shall be entitled to encash the Bank Guarantee (s)."
- c. Submission of Bank Guarantee(s) by way of Contract Performance Security as stipulated in Clause 8.0 of the GENERAL CONDITIONS OF CONTRACT. The CONTRACTOR shall at the request of the OWNER extend the validity of the Bank Guarantee(s) for such further period or periods as may be required failing which, without prejudice to any other right or remedy available to the OWNER, the OWNER shall be entitled to encash the Bank Guarantee(s).

Notes:

1. The CONTRACT PRICE for the purpose of cum Contract Performance Security would be derived on date of CONTRACT and would not be revised except in case scope of work is altered.
2. The advance paid to the CONTRACTOR shall be used only for execution of this CONTRACT and the CONTRACTOR shall satisfy the OWNER in this regard whenever required. If it is found that the said advance has been utilised by the CONTRACTOR in whole or part for any other purpose, the OWNER may at its discretion forthwith recall the entire advance and without prejudice to any other right or remedy available to the OWNER, recover the same by recourse to any Bank Guarantee(s).
3. Mobilization Advance (principal plus interest) shall be recovered from the Running Account Bills and shall be fully extinguished within 12 months from the date of disbursement of first instalment of advance. The percentage deduction from each RA bill shall be arrived at based on the total cumulative payment for 12 months as per billing schedule. The percentage deduction from each RA bill shall be made @ 8.33% of Mobilization Advance per month which would be recovered from the said bill.

**Note :** Further in case the certified RA bill is not sufficient to recover the Mobilisation advance due on that particular month, then the unadjusted balance will be recovered in the subsequent certified RA bill.

4. Bank Guarantee furnished by the Contractor towards mobilization advance may be reduced quarterly subject to adjustment made from Contractors running bill. The BG against Mobilization advance shall be returned immediately after full recovery of advance.
5. In case of termination of CONTRACT due to default by CONTRACTOR, advance Bank Guarantee shall be encashed and unadjusted advance payment recovery will become interest bearing (the interest rate shall be simple interest of Six Month MCLR + 5.25%) calculated from the date of disbursement of first installment of advance.

14.3 Subject to the other provisions of the Contract documents, payments shall be made as follows:

**14.3.1** Mobilization Advance

Interest bearing Mobilization advance limited to 10% of Contract value shall be given, if asked by the Bidder, as indicated above.

Successful Bidder to indicate their requirement as to the quantum of first instalment of Mobilization Advance (not more than 5% of the contract price) and the second instalment of Mobilization Advance such that first instalment and the second instalment add up to 10% of the CONTRACT PRICE.

**14.3.2** **a) 10% Payment of TOTAL LSTK PRICE on pro rata basis as indicated in the approved Billing schedule (refer clause 15.0 below) shall be released against drawing approval in Code-2/Code-1 (General layout, PFD, P & ID & ITP) against submission of BG of equivalent amount. This**

**Bank Guarantee shall be valid upto 3 months after the Completion Period and may be renewed as per the instruction of OWNER for such extended period. This BG shall be released after receipt of major equipments (Centrifugal Compressor, Dryers, HP Instrument Vessel and Regeneration Heater) at site.**

**b) 10% Payment of TOTAL LSTK PRICE on pro rata basis as indicated in the approved Billing schedule (refer clause 15.0 below) shall be released against placement of order of major equipments (Centrifugal Compressor, Dryers, HP Instrument Vessel and Regeneration Heater) against submission of BG of equivalent amount. This Bank Guarantee shall be valid upto 3 months after the Completion Period and may be renewed as per the instruction of OWNER for such extended period. This BG shall be released after receipt of above major equipments at site. The above payment shall be released on submission of documentary proof (i.e Copy of Purchase Order of major equipment as mentioned above.)**

**14.3.3 A FOR SUPPLIES INCLUDING SPARES, LUBRICANTS, CHEMICALS, ETC:**

**48% of TOTAL LSTK PRICE shall be made as hereunder:**

**i) AGAINST PROOF OF SHIPMENT / DESPATCH OF MATERIALS:**

40% (Forty percent) on pro-rata basis as indicated in the approved Billing schedule (refer clause 15.0 below). Stage payment against "Proof of despatch of Materials" shall be released on submission of the following documents:

- a) Signed Invoice(s)
- b) Delivery Challan
- c) Packing list.
- d) Manufacturer's certificate of inspection for shipment duly approved by the CONTRACTOR in one original and one photocopy
- e) Third Party Inspection Release Note clearly indicating that material has been inspected and accepted as per QAP approved by OWNER/PMC, or waiver certificate issued by OWNER/PMC.
- f) Railway Receipt/LR
- g) Certificate of Insurance Policy
- h) Guarantee certificate (wherever applicable)
- i) Operation & Maintenance manual (wherever applicable)

**ii) AGAINST RECEIPT OF MATERIAL AT SITE :**

45% (Forty Five Percent) on pro-rata basis as indicated in the approved Billing schedule on submission of:

- (a) Signed Invoices.
- (b) Photocopy of Third Party Inspection certificate as per QAP approved by OWNER along with Test Certificate.
- (c) Entry gate pass duly endorsed by OWNER's security for verification of physical entry of material to SITE.

- (d) Certificate of Verification and Good Condition after receipt of material at site by Owner.
- iii) 5% (Five percent) as indicated in the approved Billing schedule on issue of MECHANICAL COMPLETION Certificate against CONTRACTOR's certified running Accounts Bill(s).
- iv) 8% (Eight percent) as indicated in the approved Billing schedule on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's certified Running Account Bills.
- v) 2% (Two percent) as indicated in the approved Billing schedule on completion of balance jobs, if any, against the CONTRACTOR's Certified Final Bill.

Or

***10% retention money (8% against PRELIMINARY ACCEPTANCE CERTIFICATE plus 2% against the CONTRACTOR's Certified Final Bill) shall be released on successful COMMISSIONING and against submission of an additional Bank Guarantee of 10% of Contract value (including taxes). This additional Bank Guarantee (BG) shall be valid for minimum period of 12 months from the „Date of Completion of Work“ as per the completion certificate. The format of this BG shall be same as that applicable for “Contract Performance Security” (Format F-4).***

## **B Deleted**

### **14.3.4 FOR SERVICES (including transportation, insurance, installation Erection & Commissioning) for remaining 32% of TOTAL LSTK PRICE.**

- i) 85% (Eighty Five Percent) of the Services Price component shall be paid on pro-rata basis against progress of Service duly certified by the Owner for the quantum of work completed and field quality billed as per the approved Billing Schedule/monthly progress report.
- ii) 5% (Five percent) on issue of MECHANICAL COMPLETION Certificate against CONTRACTOR's certified running Accounts Bill(s).
- iii) 8% (Eight percent) as indicated in the approved Billing schedule on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's certified Running Account Bills.
- iv) 2% (Two percent) on completion of balance jobs, if any, against the CONTRACTOR's Certified Final Bill.

Or

***10% retention money (8% against PRELIMINARY ACCEPTANCE CERTIFICATE plus 2% against the CONTRACTOR's Certified Final Bill) shall be released on successful COMMISSIONING and against submission of an additional Bank Guarantee of 10% of Contract value (including taxes). This additional Bank Guarantee (BG) shall be valid for minimum period of 12 months from the „Date of Completion of Work“ as per the***

**completion certificate. The format of this BG shall be same as that applicable for "Contract Performance Security" (Format F-4).**

**14.3.5** Deleted

**14.3.6** Deleted

14.4 All payments shall be released only after finalization of the planning and monitoring documents and Progress Schedule.

All invoices shall be submitted in quadruplicate to EIC by the Bidder. The payment shall be released within 30 days of submission of invoice.

**14.5 Payment Methodology**

CONTRACTOR shall enclose all documents as per check list issued by PMC/OWNER. After receipt of complete RA Bill as per terms and conditions of the contract and duly certified by Engineer-in-Charge (EIC) / PMC, on-account payment equivalent to seventy percent (70%) of the net payable certified amount of the RA Bill will be released to the Contractor within a period of seven (07) working days from submission of certified bill by PMC to TFL.

14.6 All invoices shall be submitted in quadruplicate to EIC by the Bidder.